



## MURAL LICENSE AGREEMENT

THIS MURAL LICENSE AGREEMENT ("the Agreement") is entered into this 18 day of Nov, 2021 (the "Effective Date"), by and between IMC Equity Group, a Florida corporation ("Owner"), having an address at 696 NE 125 St North Miami, FL 33161 and the NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic ("Licensee"), having an address at 735 NE 125 Street, Suite 100, North Miami, Florida 33161.

### RECITALS

1. Owner is the owner of certain real property, more particularly described as follows:

- 915 NE 125 STREET, NORTH MIAMI FL 33161
- 880 NE 125 STREET, NORTH MIAMI, FL 33161

2. Licensee has requested a license to have a mural (the "Mural") painted on the side of that certain building (the "Building") at the Property. Owner is willing to grant to Licensee such license subject to and in accordance with the terms, conditions, covenants, and provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Licensee agree as follows:

1. Grant of License. Subject to the terms, conditions, covenants and provisions of this Agreement, Owner hereby grants to Licensee a non-exclusive, non-transferable license (the "License") for the sole purpose of having the Mural painted on that portion of the Building which is marked and shown on the picture attached hereto as Exhibit "A" (the "Licensed Area"). Licensee agrees that the Mural shall be sized so as to "fit" the Building. Licensee further agrees that the Mural may or may not be illuminated, and Owner shall have no responsibility or liability to provide lighting of the Mural. Owner shall also provide to Licensee reasonable non-exclusive access to, and reasonable non-exclusive use of, space or pathways adjacent to the Building, as provided by Owner in Owner's reasonable but exclusive discretion, as reasonably necessary and incident to painting the Mural. The parties agree that (a) no fee shall be paid by the Licensee to the Owner, (b) that the mutual obligations set forth in this Agreement are sufficient consideration, and (c) each party waives any rights to claim this Agreement is unenforceable due to lack of consideration.

2. Term of License. The License granted hereunder shall be for a term of five (5) years commencing on the Effective Date and, unless terminated by Licensee by written notice by Licensee to Owner given at any time during such term, ~~shall thereafter continue for additional five (5) year successive terms until terminated by the mutual agreement of the parties.~~ At such time as the Licensee shall sunset and no longer be in existence, this Agreement and the License granted hereunder shall run to and be for the benefit of the City of North Miami (the "City"), and the City shall be entitled to all of Licensee's rights and benefits hereunder, and subject to

*5 year extension to be mutually agreed by both parties*





5. Responsibility of Licensee. Licensee shall conduct all activities related to the Mural in such a manner as will reasonably minimize any disruption of or interference with the normal activities of Owner, Owner's tenants and other licensees at and about the Property. Licensee agrees to assume, and hereby assumes, all responsibility for the Mural and activities relating to the Mural and the consequences thereof including, without limitation, (i) all acts and omissions of the Artist, Licensee and Licensee's board members, agents, officers, directors, contractors, employees, servants, customers, licensees and invitees in connection therewith and (ii) compliance with any and all applicable laws, codes, ordinances, copyrights, trademarks, rules and regulations. The Mural and all activities related thereto shall be completed promptly in a good and workmanlike manner and thereafter maintained by Licensee in a neat and sightly condition (including cleaning and repainting the Mural, if deemed reasonably necessary by Licensee and subject to available funding), and in compliance with all applicable governmental laws, regulations and other requirements. Licensee agrees to use its commercially reasonable efforts to complete the Mural in as short a period of time as is commercially reasonable.

6. Risk; Permits. Licensee shall (i) enter and use the Property and the Licensed Area, and conduct all activities related to the Mural, at its sole risk and expense; (ii) obtain, at its own cost and expense, all governmental approvals, licenses, permits and certificates, comply with all laws, statutes, rules and regulations; provided, however, nothing herein obligates Licensee to pay any part of the real estate taxes for the Property. Owner agrees it shall not seek any exemption for real estate taxes as a result of this Agreement.

7. No Assignment by Licensee. This License is expressly and intentionally made personal only and solely to Licensee, and therefore Licensee shall not assign or sub-license this Agreement or the License, rights or privileges granted hereunder.

8. License Only; Binding Effect; Other Provisions. Owner and Licensee expressly agree and declare that this Agreement shall not (i) create between them the relationship of landlord and tenant with respect to the Licensed Area, (ii) confer any rights upon Licensee as would amount in law to a landlord-tenant relationship, or (iii) create a joint venture or other arrangement between Owner and Licensee. This Agreement creates only the privilege on the part of Licensee, personal to Licensee, to install and maintain the Mural in the Licensed Area in the manner described in this Agreement. This Agreement may not be changed or terminated orally. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties; provided, further that, upon the sunset of the Licensee, the City shall succeed to the interest of the Licensee and be entitled to all rights and benefits hereunder as well as complying with all obligations of Licensee. Neither this Agreement nor any memorandum or notice hereof shall be recorded in any public records without the prior written consent of Owner. The recitals set forth at the beginning of this Agreement are hereby incorporated within and made an integral part of this Agreement.

9. Notices. All notices, consents, approvals and requests required or permitted under this Agreement shall be given in writing and shall be effective for all purposes if hand delivered or sent by (i) certified or registered United States mail, postage prepaid, or (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted



10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same instrument.

11. No Liens, Recordation, No Commissions, No Jury Trial; Venue. Licensee shall have no power to create and shall not permit any mechanics', materialmen's or other lien on or with respect to the Licensed Area, the Building, the Property or any portion thereof, and any such liens are hereby prohibited. Licensee at its cost and expense may record or register of Public Record, this instrument or a short form memorandum hereof. Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this instrument; and each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other parties hereto ("Indemnified Parties"), harmless from and against all costs, losses, claims, damages and attorneys' fees ("Losses") arising out of any claim for fee or other reimbursement or remuneration by a party ("Broker") for the services or efforts of finding the artist and/or the securing of the Mural, which Broker is not herein disclosed and which Broker's claim(s) arise out of the Indemnifying Party's agreement(s) or other communications or arrangements.

12. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13. Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14. Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and is incorporated herein by reference.

15. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

16. Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

17. Extent of Agreement. This Agreement represents the entire and integrated agreement between the Owner and Licensee and supersedes all prior negotiations, representations or agreements, either written or oral.

18. No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the Owner or the Licensee.

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**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first written above.

**OWNER:**

IMC EQUITY GROUP  
a Florida corporation

**LICENSEE:**

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY, a public body  
corporate and politic

By: \_\_\_\_\_

Printed Name: Yoram Izak

Title: Managing Member

By: \_\_\_\_\_

Rasha Cameau, MBA, FRA-RP  
Executive Director

Attest:

By: \_\_\_\_\_

Vanessa Joseph, Esq.  
City Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_

Spiritus Law, LLC, CRA Attorney

{NOTARY ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE}



**EXHIBIT "A"**  
**Licensed Area**

**915 NE 125 STREET, NORTH MIAMI FL 33161**



**880 NE 125 STREET, NORTH MIAMI, FL 33161**

